

To the People of Ogden, Read this Appeal to You

The city commissioners of Ogden tell the dear people how much they appreciated the big salaries paid them by betraying the people's best interest and giving away three 50-year franchises worth millions of dollars. Read where they tell you that they discovered that the "Poor" Light company needed those 50-year franchises to "handle the finances" of its company, in other words the Light company could sell no more bonds, so the city commissioners, in the dear people's interests, runs to the rescue of the Light Trust.

In the following address, The Standard interpolates in brief replies, in brackets signed "Editor Standard," in order to throw light on the subject discussed:

To the Citizens of Ogden: As there has been much private and public criticism of the acts of the Commissioners in granting to the Utah Power & Light company a franchise covering a period of fifty years, we think it fair, both to the public and ourselves, to state briefly and finally our reasons for granting that privilege and it might be well to state briefly the history or events leading up to the consideration of the franchise during the present year.

Under the old franchise granted the Merchants' Light & Power company the maximum rate was fixed at 10c per kilowatt hour. During the latter part of 1914 this same company accepted a franchise from Salt Lake City for a period of fifty years fixing the maximum price of electric light at 9c per kilowatt hour, with a 10 per cent reduction if paid before a certain date. The Commissioners believing that Ogden was entitled to the same rate that Salt Lake City, had immediately taken up the matter of obtaining the reduction from the officials of the light company. In answer to that request we were advised that the company was anxious to give to Ogden the same rates that Salt Lake City had, but felt that in consideration of the reduction and other concessions made that Ogden City should in fairness give them a franchise covering practically the same period of time that they had from other cities in Utah, including Salt Lake City.

The principal criticisms made, may we think, be fairly stated as follows: FIRST.—That the Commissioners have granted a franchise for a period of fifty years, which will preclude Ogden City at any time during that period from constructing its own electric light system. (The Commissioners are mistaken; no one has claimed that an exclusive franchise was given, or could be given, by Ogden City under the Utah constitution.—Editor Standard.)

SECOND.—That the city has given away its right, if it has such a right, to fix the rates at which electric lights shall be furnished to the inhabitants of the city. (Please see Section 3 of the franchise granted by the Glasmann administration five years ago, which the Commission cancelled.—Editor Standard.)

THIRD.—That the Commissioners have required no sufficient payment in return for the privileges granted. In other words, that we are not to receive sufficient occupation tax. (See the same thirty-year franchise. It shows Ogden received practically nothing for the fifty-year franchise.—Editor Standard.)

FOURTH.—That Ogden City has entered into a contract by granting this

franchise which fixes the rate at 9c per kilowatt hour during the entire term of the franchise. (Read Section 10, new franchise, and see that the Ogden people are muzzled for fifty years.—Editor Standard.)

We will reply to these criticisms separately in the order named:

In answer to the first criticism that Ogden City has precluded itself from constructing its own electric light plant at any time: There is nothing in the franchise that is capable of such construction or interpretation. Ogden City has today the same right to construct its own electric light plant as it had before this franchise was granted, or before other franchises were granted. Whenever the citizens of Ogden conclude that its financial condition is such and that the interest of the city demands that an electric light system shall be constructed, the city can proceed to install such a system. No one who is at all familiar with the wording of this franchise, or who is at all familiar with legal rights of the city, whatever the wording of this franchise may be, will contend otherwise. The Commissioners believed when they granted this franchise, and they believe now, that if Ogden City ever concludes to go into the electric light business that it ought not for one minute consider purchasing the system of the present company or any other company, but should install a system new and up-to-date. It is a matter of common knowledge that the appliances for manufacturing and distributing electrical energy are undergoing rapid changes, and new inventions and new appliances are being developed continuously, and that an electrical system which is modern today is obsolete within ten years, and for that reason we do not believe, and did not believe, that Ogden City would ever care to purchase the present distributive system, should it be determined to own its own plant. That provision of the old ordinance was therefore in our judgment of no benefit to the citizens, AND WAS A HANDICAP TO THE COMPANY IN HANDLING ITS FINANCES, AND THAT IS OUR REASON FOR CONSENTING TO HAVE THAT PARTICULAR CLAUSE ELIMINATED FROM THE FRANCHISE. (People of Ogden, how do you like that statement?—Editor Standard.)

As to the second criticism that the city has given away the right to fix the rate: We gave that subject possibly more consideration than any other one particular part of the franchise. We were advised that if it be conceded that the city has that right, that at any time the city attempted to fix rates the rates must be reasonable or such as would bring a reasonable fair return on the investment, and that if the city proceeded to fix the rates, and the company was not satisfied, that it would have the right

to have that action of the city officials reviewed by the courts. (In the old franchise the Light company agreed to abide by any rates the city might fix. See Section 3.—Editor Standard.) There was a grave question as to whether the city has any authority to delegate its right to regulate rates, if it has such a right, and we might say that THE OFFICIALS OF THE COMPANY VERY FRANKLY SAID TO US: "STRIKE OUT THE SECTION PROVIDING FOR ARBITRATION," but we thought, and still think, that if that provision is legal and binding that it is the best method, and the least expensive remedy, for fixing the price of electric lighting. It takes away at the inception the right of the company to go into court to have the acts of the Commissioners reviewed. In other words, we believed that the fixing of that method of arbitration would prevent law-suits. Other cities have adopted it on the same theory. (Yes, but other cities reduced the Ogden rate 50 per cent.—Editor Standard) and we could see no reason and do not now, why three impartial and capable men (appointed by the Light company.—Editor Standard) should not examine into the question, ascertain the costs of producing and distributing electrical energy, and fix a fair rate between the citizens and the company. If, as we are advised, the company would have the right to have the court review the action of the city in fixing the rates to determine whether those rates were reasonable, was it not the part of wisdom to adopt a plan by which those questions could be determined by impartial and well posted men (appointed by the light company.—Editor Standard) on the questions to be considered in fixing the rates, rather than leaving it open to litigation? If, as is contended by our critics, that arbitration provision is illegal and cannot be enforced, then no rights of the city have been waived. (Except another big law suit.—Editor Standard) If it is a void provision, it is harmless, and the city still has all the rights that it ever had under the law to fix the rates. We are well satisfied that the principle involved in that question of arbitration is right, and that it is to the interest of the city to adhere to it.

In answer to the third criticism that the city is not to receive a sufficient return for the granting of the privilege or a sufficient occupation tax: It is quite apparent that any occupation tax paid the city will be paid by the citizens using the lights furnished by the company. In other words, whatever amount this company or any other public utility company has to pay for the privilege of doing business in a city, that the citizens will in return have to pay that amount back to the company; that is, it will be added to the price of electric lights furnished.

(A good argument for the light company.—Editor Standard.) Any arbitration board or public utilities commission obtaining the necessary information to fix the rates would of necessity and right take into account as one of the legitimate expenses of the company any amounts that that company would have to pay to Ogden City as an occupation tax. (See the old thirty-year franchise on that.—Editor Standard.) The city commissioners or city council attempting to fix the rates would, of necessity, take that into consideration. (The present city commission surely have done so.—Editor Standard.) The courts in reviewing the acts of the city would take that into consideration, so that we feel that in placing this occupation tax on the company we were simply adding that much burden to the people who use lights, and not benefiting any one, except the taxpayer in Ogden City who happens not to use electric light. In short, whatever the company would have to pay to the city as an occupation tax would be just that much more added to the cost of electric lights which the citizens might use. (Did the attorney for the light company or the Commissioners write this address to the people?—Editor Standard.)

As to the fourth criticism that the Commissioners have granted a franchise which definitely fixes the rate for the entire term thereof: Even a superficial reading of the franchise will convince the most skeptical that that is not a fact. (Read Section 10 of the fifty-year franchise, which puts a muzzle on Ogden.—Editor Standard.) The wording of the franchise is: "That in consideration of the premises the Grantees (Light company) its successors and assigns, during the life of this franchise shall and will furnish to the users of said city electric light and power at prices NOT EXCEEDING (left optional with the light company; see Section 10.—Editor Standard) the following rates, unless changed as hereinafter provided." That language is only susceptible of this construction: That at no time during the life of the franchise shall the schedule mentioned be exceeded. SUBJECT, of course, to the right of the ARBITRATORS TO FIX THE RATES. (Even to raise them.—Editor Standard.) Following the above quotation is a schedule of prices, which provides for a reduction of 10 per cent, or approximately \$2,000.00 monthly, (which is an admission that the light company, on light alone, receives a quarter of a million dollars annually from Ogden.—Editor Standard) to the users of electric light; for the reduction of 25c for each arc light monthly used by the city, for a material reduction in the lights furnished the public schools, and an increase in the amount of free electricity furnished Ogden City for power purposes.

There has been criticism of the fact that the taxes have been increased, and while it is not true that the rate of taxation of the city is higher than it was formerly, (see records to contradict this statement.—Editor Standard) the assessed valuation is higher, but the demands of the city, the necessary improvement of the streets, the efforts on the part of the Commissioners to obtain for the people a healthy supply of water, have made it imperative that the rate of taxation be not reduced. (What is done with the waterworks profits and the bond issue.—Editor Standard.)

When the Commission form of government was inaugurated in January, 1912, there were outstanding warrants against the city treasury something in excess of \$53,000.00 with outstanding bills contracted and unpaid of approximately \$22,000.00. The taxes for the year 1911 had all been collected and paid to the city treasurer, except the sum of \$20,894.45, which was paid during the months of January, February and March of 1912. The saloon licenses for the first quarter of 1912, amounting to \$13,233.34, had all been paid into the city treasury during December 1911. There was in the general fund of the treasury at the inauguration of the Commission form of government the magnificent sum of \$793. (How about the \$20,894.45 tax money left in the county treasury.—Editor Standard.) We do not make this statement as a criticism upon any former administration, of course you don't but you do just the same.—Editor Standard) but simply as a fact. That overdraft, or something like that amount, had been in existence for many years, (yes, the previous mayor had a much greater floating debt left him than he left you.—Editor Standard) and all efforts on the part of the Commissioners to carry on the absolutely required improvement and materially reduce this overdraft, has not been possible.

During the last year much of Ogden City's energy and money has been expended in developing a supply of water for Ogden City, and through the fortunate location of subterranean water at the eastern mouth of Ogden canyon, we believe that we are justified in saying that the people can look forward with confidence to a supply of the most healthful water of any city, not only in the western country, but anywhere in this country. (You bonded Ogden City to get this water plant, did you not?—Editor Standard.)

Our critics insist, that Ogden City should incur additional indebtedness, just as soon as it has the legal right to do so, for the building of an electric light plant. That is a matter that in our opinion should be carefully considered by the voters before any such indebtedness is made. The present bonded indebtedness of the city is something over \$1,000,000. We are

paying out annually, in round numbers, \$50,000 in interest. Much of that indebtedness was created more than twenty years ago. (It would indeed be hard on Ogden to be compelled to pay millions of dollars to buy those fifty-year franchises.—Editor Standard.)

It may interest the voter to know that Ogden City is today paying interest on the money that constructed the present City Hall. No past administration should be criticised for that condition, the necessity of public improvement, keeping up the streets, the perfecting of the fire department, the development of the water system has made it necessary that every dollar that could be raised by taxation be expended along those lines, but in our opinion the time has come when there ought to be a change, and Ogden City should begin to pay its indebtedness. (Why don't the Commissioners practice what they preach.—Editor Standard) and stop this fearful drain of interest. Fifty thousand dollars a year means a million dollars in twenty years, and still the debts are to be paid. We believe that the best interest of Ogden City demands that contemplation of further indebtedness should not be encouraged; THAT the absolute and necessary improvements should be made by direct tax each year. (O ye taxpayers! Elect these fellows back to office.—Editor Standard.) There is a crying need and demand at this time for an outlet for a new sewer in the Third ward. The cost of constructing that outlet, according to the best estimates obtainable, is approximately \$80,000. The people have demanded, and with justice, that that sewer be constructed. It can only be done by bonding the city or levying a tax. The Commissioners have hesitated about levying any additional tax for that purpose and yet believe that is the only and the best way to get the money necessary to make that improvement. True, bonds might be issued. The city would pay interest on them for twenty years, and still owe the indebtedness. (Mayor Glasmann issued ten year bonds and the sewer district has paid them off without any loss to the city.—Editor Standard.) Under the best system of financing that can be devised, Ogden City cannot hope to be out of debt within the next fifty years, and until that time comes, we doubt the wisdom of using the city's credit for the purpose of installing an electric light system. (Still pleading for the light company.—Editor Standard.)

We have also been criticised, and it is contended, that the Commissioners did not give sufficient consideration to the protest of citizens, and that we acted hurriedly in the matter. All we can say in that regard is that the Commissioners had been considering

that franchise and every objection urged against it for more than three months before its passage, and we thought we had succeeded in getting the best terms possible.—Editor Standard) and that the granting of the franchise was to the interest of Ogden City and its inhabitants. If apparently we acted hastily, the facts do not warrant such a conclusion. We were anxious that Ogden City might get the benefit of any reductions, and in the case of the gas franchise, we were anxious that the company might proceed to make the necessary improvements which it contemplated and which it is today making.

The recent political convention, indirectly at least, criticised the Commissioners for the salaries that they receive. (No, you are mistaken. It is what you give for the salaries.—Editor Standard.) That is a most astounding statement to be made. The state legislature fixed the salaries, and we have nothing to do with it. (You could give value for it.—Editor Standard) and incidentally the legislature that did fix these salaries was composed of members almost wholly of the political party that made up the convention held in this city on last Tuesday evening, so that the convention, if it desired to criticize any one, about the salaries, should have criticised its own members in the legislature and not the present Board of Commissioners.

In concluding this paper, Mr. Fell and Mr. Browning, who are now candidates for re-election, wish to state that they deeply appreciate the honor and the confidence that the people have imposed in them in the past; (never again.—Editor Standard) that whether elected or defeated, their interest will still be with Ogden City, (you mean the light company.—Editor Standard) and that nothing they can do for the advancement of the city or the people will fail to be done. (Unless it interferes with the light trust.—Editor Standard.)

We assure all the citizens of Ogden, whether we are re-elected or not, that within three months after our terms of office expire, that none of the property upon which the present wells have been developed will be found to be held by either of us, or any other one connected with the city administration, and whatever money has been expended in developing or attempting to develop water at the flowing wells, has been upon property which the city owns, and no part of it will be claimed or no advantage be taken of any knowledge that we or either of us may have by reason of our official relation to Ogden City. (Are you sure the light company does not own the wells?—Editor Standard.)

Very respectfully,
A. G. FELL.
(Signed) T. S. BROWNING.
CHRIS FLYGARE.

Hers And His

By Walt Gregg

HE two women had discovered a nest of berries and were filling their pails, when a young farmer observed them from behind a clump of bushes. "Trespassers, that's what they are. I'll teach them."

"Heh, you," showing himself to the surprised mother and daughter. "Can't you read the signs around here, they say, 'No Trespassing!'"

"But I am not trespassing, this is my own property."

"Yours, huh! How long since I reckon I know the boundary lines of my lands?"

"It's that so, Joe Newell. Well, Uncle Si left this place to me. I thought I

might make a few dollars picking the berries."

The man had been scanning her face, which seemed familiar to him, and when she spoke his name, he too recognized her. "Mollie, I've been wondering if it might be you." He was then ashamed of his outburst, for he noticed the shabby clothes of the pair before him. And when he knew it was Mollie, a sweetheart of former days, he was more than ashamed.

"You see, Mollie, Aunt Susan died last winter and her will left this property to me, but if the berries can be of any service to you, why you are welcome."

With head tossed high, Mollie answered, "Very well, I can afford the expense, but I will have the title examined. Until then I will pick the berries, and if I find the place is right-

ly yours, I will refund the money to you."

"Oh, come now, Mollie, don't be angry with me. I didn't know it was you when I yelled. Where's Joe?"

The widow would have left him in ignorance, but the daughter gave him the desired information, "Papa's dead."

A gleam of hope shot into the man's eyes. "Where are you staying?"

"Come, Mary, our pails are full, we must get to the barn with the milk. Little Mary was hastened along before she could give any answer.

Ten years before Joe and Mollie had been sweethearts. Then Joe Lane, a young man from the city, appeared and carried Mollie away almost before she knew her mind. Later she found cause for regret for her hasty marriage, and little Mary was the only

comfort that she received from her short married life. When the daughter was only five years old, Joe Lane answered the call beyond this world, and Mollie and Mary took up a struggling existence. They found the road of many hardships, and when Mollie's uncle died they thought that picking berries in the beautiful country might benefit the health of them both. So the berry season found her in the fields.

Joe Newell had in all the ten years past never forgotten the sweetheart of his former days, and to her memory he clung. It was no wonder that he failed to recognize Mollie in the berry field, for although her beauty was not entirely gone, time had wrought many changes in her. He hoped that now that she was again free that he might offer his heart and hand to her, and that she would accept them.

Mollie, too, had for years held the face of Joe Newell close to her heart, and almost hoped that when visiting the old home town she might find him unmarried. But when he had yelled at her in such a rough manner she resolved to go her way alone. His name had slipped out unconsciously and she wished that she had restrained herself.

Morning found Joe Newell at the office of Lawyer Crombie with his papers. The old lawyer hemmed and hawed over the papers, then said he would "see about it."

Later in the morning Mollie snatched a few moments from her berry picking and visited Crombie. He again vowed to "see about it."

Among Joe's papers, Crombie found an old and faded sheet which read: "I, Susan Adams, do give my rights in the Blueberry Patch to Silas Munroe."

And among Mollie's papers he found a paper of the same date which read: "I Silas Munroe, do give my rights in the Blueberry Patch to Susan Adams."

A further perusal of the county deeds showed that formerly Silas and Susan had owned the patch in question in a joint deed, but on consideration of their marriage each had unknowingly transferred their title to each other. Then they had not married and lived out their days in single blessedness. At their deaths they had bequeathed their rights in the patch to their nearest heir, thinking that the old papers were of no value because of their failure to marry.

"Well, they both owned it," the lawyer scratched his head, "and they both had a right to give it away. I wonder how it'll come out." He had watched the romance of Joe and Mollie in the days gone by, and wondered what effect this mixup might have on their future lives.

Joe visited the law office and obtained a solution to the legal tangle. He hastened to the Blueberry Patch where Mollie was industriously working, and much to his relief, she was alone. "It's yours, Mollie, it's yours. Let me tell you about it," but when he had finished she looked up at him.

"No, Joe, it's not mine, but ours. Something in her eyes made him forget all else, and he clasped her in his arms.

"Mollie, I want it to be yours, because I love you."

"And because I love you, I want it to be ours," was her answer.

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Home And Happiness

By Joe Busche

IT was the most adorable house—just a bit of a white cottage on the hillside, bordered in roses, the roof was a soft green blending in with the surrounding scenery. The tiny porch was shaded by low trees. The whole, fair, little hill presented an appearance as charming as any picture.

The bride clasped her new husband's arm ecstatically.

"Dick! Oh, what a dream of a cottage! What a perfect, perfect place!

Just that darling nook in the hill-side and what a lovely view it must have! And such roses! Oh, Dick, I wonder if it's occupied!"

The new husband viewed the pretty place critically.

A gray-haired woman came to the door, wiping her floury hands on her clean apron. Her face was pleasant, and her voice and accent seemed as she asked:

"What can I do for you?"

The bride spoke eagerly, blushing a little.

"We're interested in that little house on the hill. You see, we're well, we're looking for a house—to live in, you know, and—"

The woman looked at her a trifle curiously.

"Won't you come in?" she asked. "Tie your horse and sit here on the corner of the porch where we can see the house."

"We're a bridal couple," Dick said frankly, "as you've probably guessed, and we're looking for a little home in the country, from which I can commute. This little house appeals most strongly to both my wife and myself. It's quite convenient to the railroad. We could buy this house and buggy which we hired in the village, and Betty could drive me to and from the station. But the house appears occupied. We thought we'd find out if you knew

anything about it."

"I certainly do," said their hostess. "As it happens, I'm the agent for that house. It was put in my care."

"It is unoccupied!" cried Betty, eagerly.

"Yes, it's unoccupied," the other admitted. But—then, suddenly, "Did he say your name was Betty?"

"Why, yes," said the bride in astonishment.

"Would you mind—I know it seems strange thing to ask—it's a mere form, but would you mind telling me your maiden name?"

"Why, no," said Betty. "It was Lathrop." The woman gave a low cry.

"Lathrop! Betty Lathrop! How

strange, how very—what was your mother's name, child?"

"It was the same as mine—Betty."

"And your father's—quick, child, your father's?"

"John," said Betty proudly, for it was a well-known name. "But they are both dead." And her lips quivered.

But the woman had gathered her in to her arms and was weeping passionately while Dick leaned forward in amazement.

"Betty Lathrop," she sobbed. "Betty Lathrop's daughter. Oh, it is too good—too good to be true!"

Then, drying her eyes, she turned to explain to the bewildered young cou-

ple.

"My dears, forgive me, but it is so sudden. Listen, while I tell you all."

She took Betty's hand in hers, and made her yield. She left the little bride, you will be happy. I think, when I tell you this. Years ago, when I had not lived here long, a young man brought his bride to this little cottage. They lived here for a brief year or two and were so happy—so happy. They made the cottage what it is. The little bride trained the climbing rose and cared for the other flowers. She loved it so, and I loved her. Then the young man became suddenly rich, and he took her to the city. He said it was no fit place for

her here; that their wealth and her beauty required a city setting. She left the cottage, just as it was, in my care. I have watched over it ever since and kept it inside and out as it was then. "Some day," she said to me, "perhaps someone will come who will want the little house and love it as it deserves. Do not let it go till then. She dropped in the city."—the woman's voice broke—

"—and died when her little girl was born. I have kept the house always, for no one worthy of it has come. And now, oh, my children," she cried, "I have not waited in vain. It is yours by right, and God be thankful that you have come. For he was John Lathrop and Betty Lathrop was his bride."

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